

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney, AICP, Development Services Director/ (954) 797-1101  
Prepared by Bradley Swing, AICP, Planner II

**SUBJECT:** Resolution – Roadway Transfer Agreement – Burris Road  
Town of Davie, Burris Road from SW 30 Street North/Northwest 0.176  
Miles/Generally located at the Southwest Quadrant of the I595/SR 7  
Interchange.

**AFFECTED DISTRICT:** District 1

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR OR TOWN ADMINISTRATOR TO ENTER INTO A ROAD TRANSFER AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION TO THE TOWN OF DAVIE FOR BURRIS ROAD FROM SW 30 STREET NORTH/NORTHWEST 0.176 MILES; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURE TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:**

On January 2, 2001 the Town of Davie requested that the Florida Department of Transportation (FDOT) transfer the right-of-way known as Burris Road north of SW 30 Street (Spur Road). This two lane road is currently maintained by the Town of Davie and serves as access to two separate properties, Mastec and a vacant property currently zoned Truck Stop. The roadway is located within the limits of the Davie Community Redevelopment Agency.

The FDOT is pursuing the transfer and has been working with the Town of Davie to prepare this Road Transfer Agreement. The FDOT requires a resolution from the Town authorizing the execution of the Road Transfer Agreement. This resolution will be attached to the final Road Transfer Agreement and once signed by the Town and the FDOT will be forwarded to Tallahassee for final approval.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** None

**RECOMMENDATION:** Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

**Attachments:** Resolution, Roadway Transfer Agreement, Future Land Use Map, Zoning and Aerial Map

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR OR TOWN ADMINISTRATOR TO ENTER INTO A ROAD TRANSFER AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION TO THE TOWN OF DAVIE FOR BURRIS ROAD FROM SW 30 STREET NORTH/NORTHWEST 0.176 MILES; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURE TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie has requested that the Florida Department of Transportation transfer of the right-of-way known as Burris Road from SW 30 Street north/northwest 0.176 miles from state jurisdiction to the Town; and

WHEREAS, Burris Road is currently maintained by the Town of Davie and serves as access to two separate commercial properties; and

WHEREAS, the attached Road Transfer Agreement provides for the transfer of all responsibility for operation and maintenance of Burris Road from SW 30 Street north/northwest 0.176 miles.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Road Transfer Agreement, a copy of which is attached hereto as Exhibit "A", between the Town of Davie and the Florida Department of Transportation is hereby approved by the Town Council of the Town of Davie.

SECTION 2. The Mayor or Town Administrator is hereby authorized to execute the agreement on behalf of the Town of Davie.

SECTION 3. This Resolution authorizes the execution of the Road Transfer Agreement and the Town of Davie recognizes the terms and conditions found therein.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

**ROADWAY TRANSFER AGREEMENT**  
**from the FDOT to the Town of Davie**  
**Burris Road (Southwest Quadrant of the I-595/SR-7 Interchange)**  
**from SW 30<sup>th</sup> Street North/Northwest 0.176 Miles**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of, 2003 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the DEPARTMENT, and the Town of Davie, hereinafter called the TOWN;

**WITNESSETH**

**WHEREAS**, the DEPARTMENT, has requested the transfer of Burris Road to the TOWN Road System, and this transfer is mutually agreed upon, between the TOWN and the DEPARTMENT and,

**NOW, THEREFORE, THIS INDENTURE WITNESSETH:** in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the TOWN and the DEPARTMENT agree as set forth below:

This Agreement sets forth the terms and conditions under which the TOWN and the DEPARTMENT will abide, commencing on the date of approval by the Department's Secretary.

- (a) The TOWN accepts all responsibility for operation and maintenance of Burris Road. In addition to the roadbed, this agreement includes all curbs, culverts, bridges, and drainage structures within the right-of-way at the time of transfer.
- (b) The TOWN shall be responsible for maintenance of public sidewalks, bike paths, and other ways in the right-of-way.
- (c) The TOWN shall be responsible for the continuation of any existing landscaping agreements with private companies.
- (d) The DEPARTMENT gives up all right to the roadway, except as may be specified in this agreement.
- (e) It is agreed that all obligations of the DEPARTMENT, under any maintenance, or utility agreement or other such agreement, relating to Burris Road, shall be transferred at the same time and in the same manner as jurisdictional responsibility.
- (f) If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the TOWN agrees to maintain the resources in accordance with Cultural Resource Management coordinator recommendations. No evidence of historical or archaeological resources have been identified however the TOWN agrees not to adversely affect any such resources if found after the transfer.
- (g) Existing deeds or right-of-way maps will be recorded, by the DEPARTMENT, in the public land records of Broward County. If right-of-way maps do not exist, it is recommended that the DEPARTMENT make maps and file them for possible future use.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written, between the parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

For communication purposes, the parties may be reached at the following addresses and phone numbers.

**Florida Department of Transportation**

J. Douglas O'Hara, Sr. Transportation  
Planner  
Planning and Environmental Management  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309  
Telephone: (954) 777-4601

**Town of Davie**

Larry A. Peters, P.E., Town Engineer  
Town of Davie  
6591 SW 45<sup>th</sup> Street  
Davie, Florida 33314-3399  
Telephone (954) 797-1034

Each party is an independent contractor and is not an agent of the other party. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.

No modification, amendment, or alteration in the terms of conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

If any part of the Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed, the day and year first above written.

**TOWN OF DAVIE**

**STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION**

BY: \_\_\_\_\_  
Mayor- Town of Davie

BY: \_\_\_\_\_  
Rick Chesser, P.E., District 4 Secretary

APPROVED AS TO FORM

APPROVED AS TO FORM

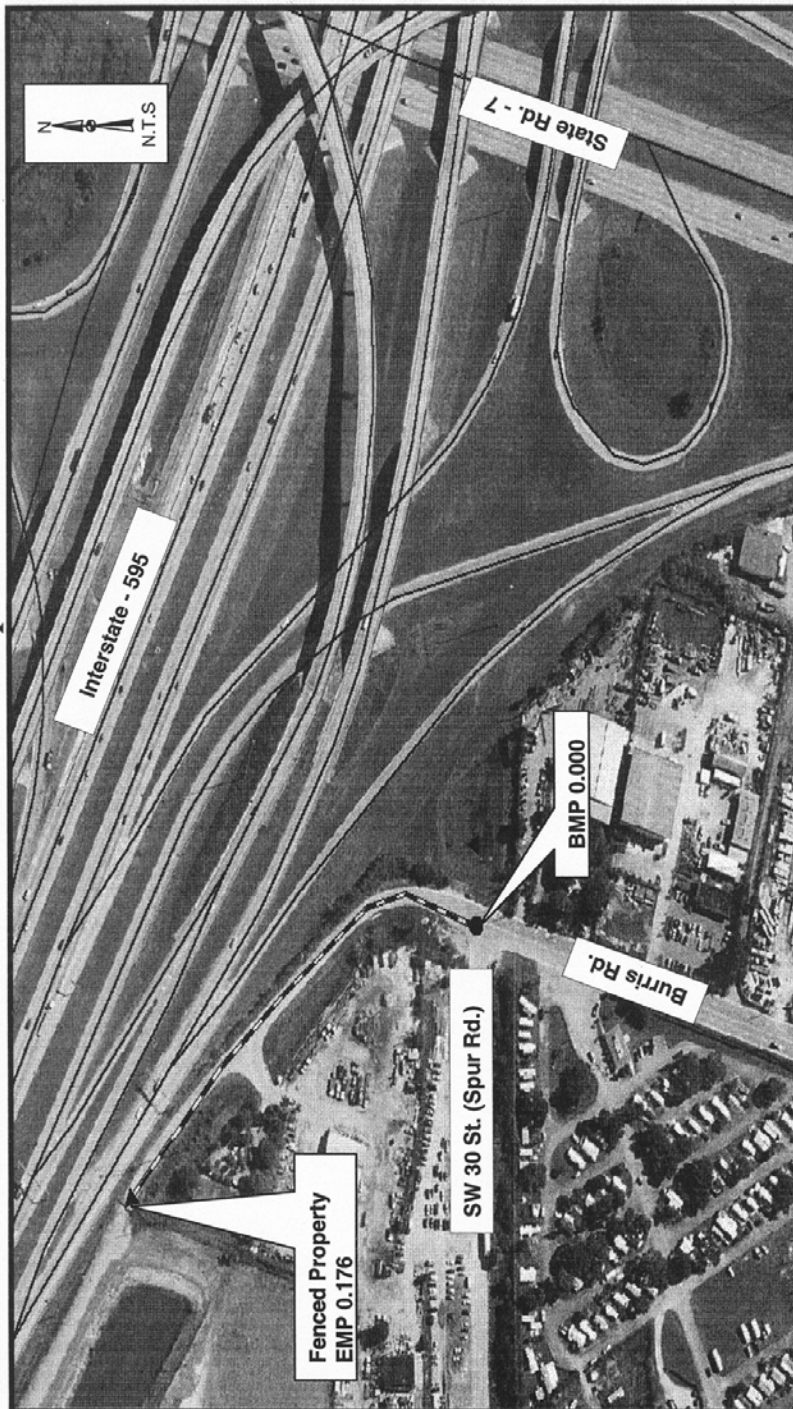
\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
District 4 Legal Counsel

ATTEST: \_\_\_\_\_ (SEAL)  
Title of Notary

ATTEST: \_\_\_\_\_ (SEAL)  
Title of Notary

# Location Map



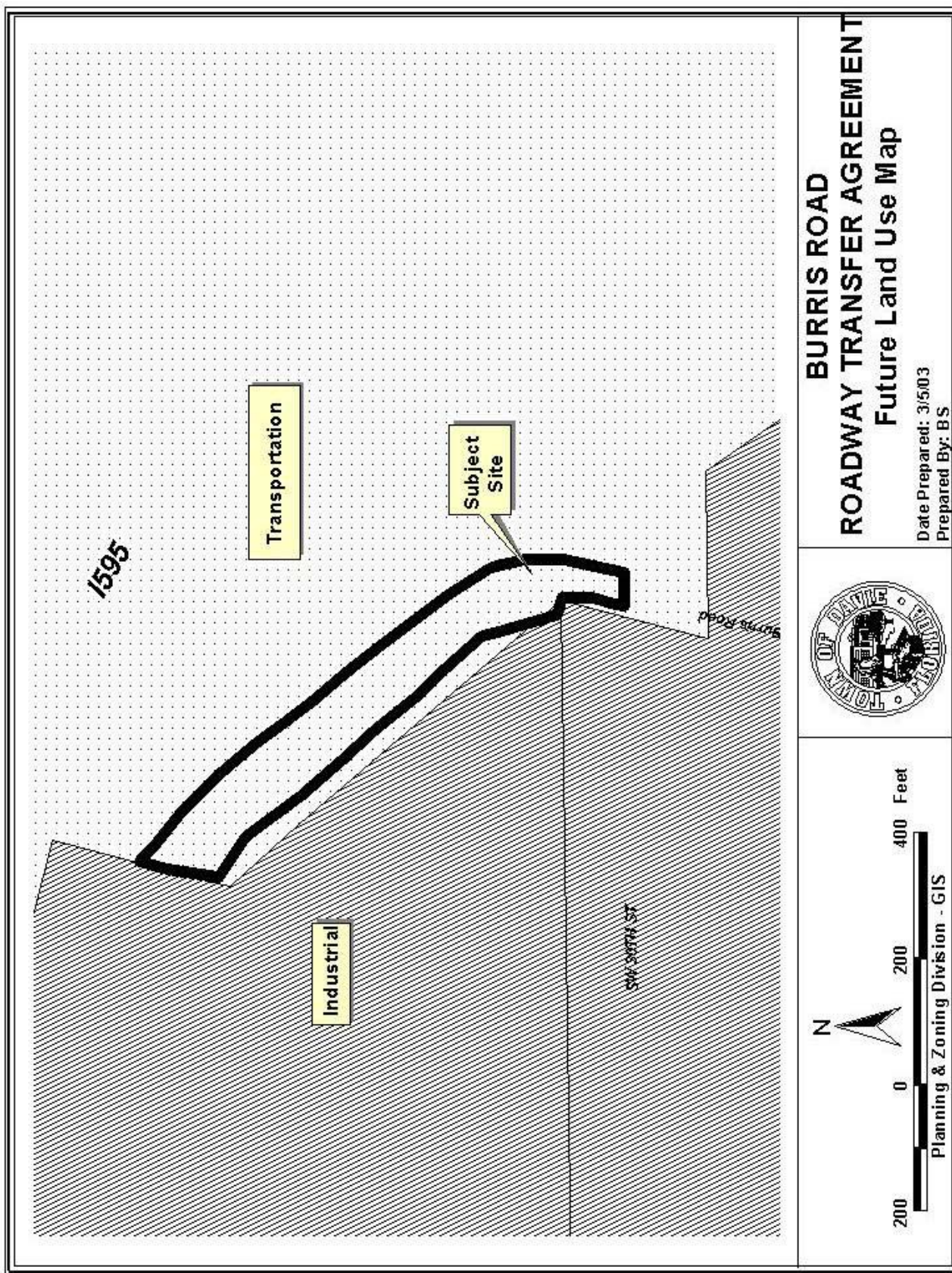
<b>LEGEND</b> State Highway System Transfer From State Jurisdiction		Broward County
NAME	LENGTH	DESCRIPTION
Burris Road	0.176 Miles	From SW 30 St. (Spur Rd.) To NNW approx 0.176 miles to Fenced Property Access Gate

Planning & Environmental Management Office  
 Prepared By: Newton Wilson (954) 777 4638  
 Checked By: Lucinda Cooke (954) 777 4630

Date 3/3/03

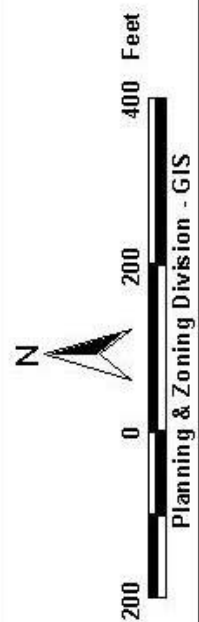




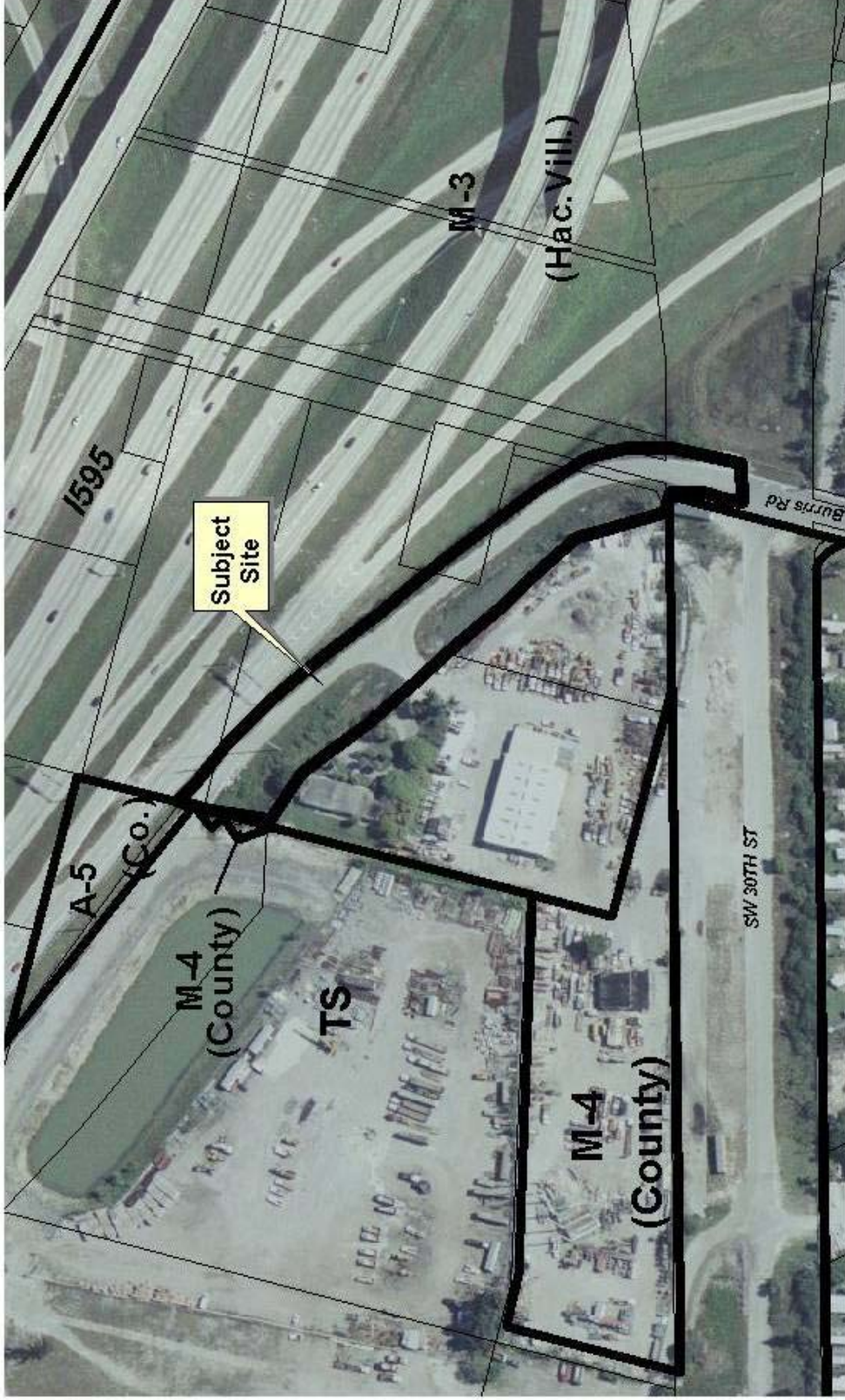


**BURRIS ROAD**  
**ROADWAY TRANSFER AGREEMENT**  
**Future Land Use Map**

Date Prepared: 3/5/03  
Prepared By: BS







Date Flown:  
12/31/00



200 0 200 400 Feet

Planning & Zoning Division - GIS



## BURRIS ROAD

### ROADWAY TRANSFER AGREEMENT

#### Subject Site, Zoning and Aerial Map

Date Prepared: 3/5/03

Prepared By: BS